

TERMS AND CONDITIONS – ROTARY

The Rotary Club Management System (hereinafter the "**RCMS**" or "**platform**"), also known as HARMONY, is an initiative of:

Association Médias du Rotary Suisse- Liechtenstein (hereinafter the « **AMR** »)
c/o Juris Treuhand AG
Industriestrasse 47
6304 Zug
SWITZERLAND
+41 (0)43 299 66 25
info@rotary.ch

1 General dispositions and definitions

In these Terms and Conditions, the following terms mean:

"Rotary International": Rotary's central organization that provides logistical and structural support to national divisions;

"Rotary": Rotary organizations in the district territory using the RCMS (hereinafter "Rotary" and "We");

"User": Any member (including, if applicable, the aspiring member or other non-Rotarien guest) of a Rotary club or district registered on the RCMS platform and is therefore granted a right of use;

"Privacy Policy": Document available on our website, containing all information about your personal data and the use that is made by Rotary.

The use of our services is always accompanied by the rights and obligations mentioned in these Terms and Conditions (hereinafter referred to as the "Terms"). The reference to these Conditions implicitly includes a reference to the Privacy Policy. No derogation from these Conditions is allowed. These General Terms and Conditions may be waived only if mutually agreed upon and such deviations are recorded in writing. These specific provisions apply only to the part to which they derogate. The other provisions of the Conditions remain in any case applicable.



These Terms apply to both Rotary and the User. You are considered a User from the moment you use the service, whether you have registered before or not. By simply using the service you are presumed to have recognized and expressly accepted the final and exclusive application of these Terms. So be sure to have read and understand all the terms.

Rotary reserves the right to modify these Terms at any time. The User will always be kept informed of any changes.

2 Objectives of the RCMS

With RCMS, Rotary wants to implement a strong computerization of the management of the members of Rotary Clubs and Districts using RCMS and to intensify the information of the members. AMR is responsible for the development and operation of this platform.

RCMS primarily fulfils a vital role in the organization of clubs and districts through various functions such as an events calendar, a meeting management system, a document management system for meeting reports, etc. RCMS therefore provides a Content Management System (CMS), a kind of virtual workspace that allows Users to add content, modify it, or even delete it.

In addition, RCMS serves as a bridge between local clubs and districts on the one hand and the Rotary national organization on the other. The platform allows you to manage the members file, which is accessible to authorized members such as Rotary members. This membership file ensures effective communication between members and between members and their clubs, districts or the national central Rotary organization. You will find all the information concerning the collection of your personal data in our privacy policy.

This membership file allows Rotary to perform its tasks more efficiently. Rotary will then use the platform for the broadcast of general messages and the Directory. Rotary will not be limited to the above operations, but will only use the database for the tasks assigned to it.

Finally, RCMS serves as a bridge between local clubs and districts on the one hand and Rotary International on the other. Club affiliation involves data exchange for the proper functioning of Rotary International.

The aforementioned RCMS objectives and features may at any time be adapted and / or supplemented by Rotary.

3 Access and right to use the RCMS

3.1 Access and inscription

Access to the RCMS platform is partly open to any user. The login for example the access to the data of the members is limited to the previously registered Users. Any member of a Rotary club in principle has the right to register on RCMS.

Registration on the platform involves the creation of a unique and personalized User Profile. Each Rotary club appoints a person responsible for access to and registration of its members on RCMS. This manager is responsible for assigning the data necessary for the connection, namely the user name, its identifier and its access code.

The right of use is granted in a non-exclusive and non-transferable way to any registered User.

As a general rule, this right of use is conferred for the duration of Rotary membership.

The right to use terminates automatically upon termination of membership in a Rotary club. In addition, the right of use may at any time, and despite the continued affiliation to Rotary, be terminated temporarily or permanently when the User acts in violation of these General Conditions, other conditions expressly provided for, of the legislation in force and / or in spite of the good faith expected from any User. This termination may take place without prior notice. Finally, Rotary may at any time unilaterally decide to temporarily disable the platform, limit it or terminate it if necessary to ensure the proper functioning and security of the RCMS platform. This unilateral termination never gives rise to any form of compensation whatsoever.

Each User profile is always strictly personal and confidential. In any case, it is forbidden to log on to the User profile of another User. The User cannot transfer his User Profile to a third party. In addition, all Users are required to maintain the confidentiality of their User Profile, for example by choosing a password. Users are advised to exercise due care in any situation where their access data is or may be disclosed to third parties. Any User who finds a violation of the confidentiality of his profile, is obliged to inform Rotary so that the appropriate corrective measures are taken.

We attach great importance to the discerning ability of our Users, especially our Minor Users. That's why we believe you must have reached the minimum age of thirteen (13) years to be allowed to use the service.

3.2 User Profile

The main prerequisite for the right of use is the creation of a user profile. This User profile essentially includes all necessary contact information for Users, but may be supplemented

by Rotary, the User itself or any third party and / or a mandated User. With regard to the processing of personal data, we hereby refer to our Privacy Policy.

Any User declares to have taken cognizance of the fact that the RCMS applies a basic visibility of its User profile and additional information vis-à-vis other Users. The User himself is mainly responsible for any additions, modifications, corrections, deletions, etc. of his data. Any addition of content to the platform will be at the risk of the User. Any User is responsible for the completeness, accuracy and veracity of the information communicated on the platform. Rotary is not required to verify information in this regard.

Any user therefore has the necessary means to make changes to prevent the dissemination of inappropriate data. If this eventuality proves to be insufficient, the User can also partially limit the visibility of his data by making changes to the privacy settings once connected. Finally, Rotary has taken the necessary steps to reserve, if necessary, access to certain pages of the platform to the Mandated Users.

In conclusion, the User is solely responsible for all content provided on the platform, including the accuracy, completeness, appropriation and maintenance of the data. However, Rotary reserves the right to remove any form of inappropriate content from the platform, and from this point of view applies a wide discretionary power in light of the objectives of RCMS. If the User explicitly grants permission to other Users to view the entire content of his profile, Rotary shall not be liable for the actions of such Users.

4 Responsibility of the user

Any User undertakes to make use of the RCMS only within the framework of the objectives of this platform, as defined in these General Conditions. The User agrees to use only in good faith the right conferred on him. As a result, he will not be able to use his user profile for unlawful acts, including the commission of offenses.

Users must refrain from any act likely to impede general access to the platform and compromise the reliability and security of the platform. The User agrees not to perform any manipulation that could impose a disproportionate burden on the infrastructure of the RCMS platform.

The User is solely responsible for any virus or harmful file that he adds to the RCMS platform. Any breach of this provision shall be reported to Rotary.

Any User is personally responsible for any content that he adds to the RCMS. Therefore, the User must ensure that this content is not contrary to public order or morality, the legislation in force, the rights of third parties and other Users, the "rules of normal conduct" and does not constitute a violation of the intellectual property rights of third parties. Normal rules of conduct include abstention from deceptive, malicious or discriminatory behaviour. Similarly, Rotary is not required to verify the information in this regard a priori.

Users are also required to respect the rights of other Users. It is forbidden for any User to systematically or extensively collect the content or information of other Users. Any User must also refrain from unauthorized advertising and any form of illegal or unauthorized marketing on RCMS.

The User must abstain from any act contrary to these Terms and Conditions or from the good faith use of the RCMS platform. Rotary will in no way be held responsible for any such actions and any damages they may cause to third parties or other Users.

Any form of unlawful behaviour gives rise to sanctions against the User. Rotary reserves a wide discretion to take reasonable measures, including the ability to terminate the right of use granted to the User immediately and without further form requirements. In addition, Rotary may take the (extra) judicial steps necessary to obtain compensation for the harm suffered.

5 Responsibility of Rotary

Rotary is committed to taking all necessary technical and legal steps to ensure the proper functioning and security of the platform. Rotary demonstrates a realistic attitude to its platform, and hereby expressly states that its responsibility cannot be questioned in the following cases. RCMS is made available "as is". All Users are aware that they use the platform at their own risk.

Therefore, Rotary cannot guarantee that its platform will be accessible at any time, nor that any interruption or disruption of the service will occur. If necessary, Rotary will resolve the problem as soon as possible. Rotary cannot therefore be held responsible for any type of direct or indirect damage resulting from such interruptions or disturbances.

Rotary cannot be held responsible for the actions of Users and third parties, whether or not the use of the platform is illegal and / or abusive. Notwithstanding all reasonable precautionary measures, it is not inconceivable that Users' data may be subject to loss, theft, unauthorized access, unauthorized alteration or any other harmful act. Rotary cannot be held responsible.

The platform may contain links to other websites operated by third parties. These websites are completely independent of the RCMS and the fact that these sites are mentioned does not imply that Rotary approves or recommends them. Because Rotary does not control any content or technology on these websites, Rotary cannot be held responsible for any direct or indirect damages resulting from the use of these external websites.

6 Price

The use of the platform is billed by the AMR from Switzerland to the different districts according to the number of clubs they group and at the rate of one package per club per year.

The way districts bill clubs or members differs from one to the other.

Payment is currently made by bank transfer but may eventually be made on the RCMS website.

7 Intellectual property rights

RCMS contains data and files from Rotary, Users, and third parties that are protected by applicable intellectual property rights legislation. Intellectual property rights include copyright, trademark law, design rights, data bank law and any other (intellectual property) right in force.

The use of the RCMS does not imply an assignment of said intellectual property rights to the User. The use of protected data and files is limited to the general purpose of the RCMS as described in these Terms and Conditions.

The User who adds content to the RCMS expressly declares that he has the necessary intellectual property rights or authorization. For any content subject to intellectual property rights, the User grants a non-exclusive, transferable, royalty-free and worldwide license to Rotary for the use of this content under the RCMS.

This license does not automatically terminate upon expiration of the individual right of use, which implies that the content remains in principle visible by Rotary and Users. Rotary commits to terminate this license at the written and personal request of any former RCMS User. This commitment implies the removal of content that will no longer be visible by other Users

Any User shall refrain from any infringement of these intellectual property rights, except in cases where an authorization has been granted. In any case, the User must leave intact the mentions and / or notifications relating to the intellectual property rights.

8 Privacy and processing of personal data

8.1 Generality

The personal data provided by the User are collected and processed by Rotary. Rotary assures its Users that it attaches the utmost importance to the protection of their privacy and their sensitive or non-sensitive personal data, and that it always undertakes to

communicate clearly and transparently on this point. Rotary undertakes to comply with applicable legislation, in particular the RGPD (General Regulation on Data Protection). You will find more information about the processing of your personal data in our Privacy Policy.

Rotary processes personal data as long as necessary to perform the service. From the moment the User decides to stop using the service, Rotary must terminate any processing of personal data, other than necessary for the deletion or return of data to the User.

Whenever possible, Rotary shall assist the User in fulfilling his obligation to respond to requests for the exercise of the rights of data subjects: right of access, rectification, erasure, and opposition, right to limitation of processing, right to portability of data, right not to be the subject of an individual automated decision (including profiling). Rotary International (RI) retains some data from a deceased or departing Rotary member such as his name, first name his date of birth this as information of the members.

Rotary is authorized to make one or more copies and / or back-ups of personal data. The personal data concerned enjoy the same protection as the original personal data.

Rotary keeps a record of the processing activities performed for the User. This register may be in electronic form. It must contain all the information referred to in Article 30.2. of the General Data Protection Regulation.

Rotary guarantees that its personnel will have limited access to personal data only to the extent that such access is necessary to perform service execution operations. Rotary staff are also subject to a confidentiality obligation regarding the processing of personal data. Rotary is committed to informing its staff about privacy legislation and contract provisions.

8.2 Confidentiality

Under the General Data Protection Regulations, Rotary is under an obligation of confidentiality with regard to personal data processed in connection with the service. This confidentiality obligation applies equally to Rotary staff and any future subcontractors and their own personnel.

This obligation of confidentiality takes effect as soon as the storage of the User's backups of data by Rotary is put into service.

This confidentiality obligation does not apply when Rotary is required to disclose personal data to the supervisory authority, by virtue of a legal provision or judicial decision, when the information is already known to the public, or where the communication of personal data has been authorized by the User.

8.3 Security measures

Under the General Data Protection Regulation, Rotary undertakes to implement technical and organizational measures (hereinafter "the security measures") to protect personal data against destruction, either by accident, whether unlawfully, against loss, fraud, dissemination or unauthorized access or against any other form of unlawful processing or use.

These security measures guarantee a level of security adapted to the risk that the treatment entails. In determining the appropriate security measures, the Parties shall take into account the state of the art, the costs of implementation and the nature, scope, context and purpose of the processing as well as the risks to the rights and freedoms of the persons concerned.

Rotary strives to make every reasonable effort to ensure that their processing systems and services meet the requirements of ongoing confidentiality, integrity, availability, and resiliency, taking into account the state of the art and the costs of implementation.

8.4 Notification of a data breach

Under the GDPR, Rotary notifies the User of any violation of personal data as soon as possible, and no later than 24 hours after having read it. This notification is accompanied by any useful documentation to enable the User, if necessary, to notify this violation to the data protection authority and / or to the persons concerned. Rotary must communicate to the User the following information: the nature of the data breach, the categories and the approximate number of persons involved, the categories and the approximate number of personal data concerned, the likely consequences of the data breach and measures taken to remedy the data breach or to mitigate any negative consequences.

At the request of the User, Rotary notifies the data breach in the name and on behalf of the User to the supervisory authority as soon as possible and, if possible, not later than 72 hours after finding the violation, unless the violation in question is not likely to create a risk for the rights and freedoms of natural persons.

At the request of the User, Rotary notifies the data breach in the name and on behalf of the User to the persons concerned as soon as possible, when this violation is likely to create a high risk for the rights and freedoms of individuals physical.

The decision whether or not to inform the data protection authority and / or data subjects of a data breach lies with the User.

8.5 Subprocessing

Rotary must ensure that the subprocessor provides the same guarantees for the implementation of appropriate technical and organizational measures, so that the

processing meets the requirements of the General Data Protection Regulation, including Article 32 of the GDPR.

9 Force majeure

In case of force majeure, Rotary is not obliged to respect its commitments to other parties, including Users. Force Majeure means any situation beyond Rotary's control that prevents the performance of all or any of its commitments in the future. This derogation from the performance of Rotary's commitments is only valid during the period of force majeure.

10 Applicable law and competent jurisdiction

These General Conditions are governed exclusively by European law, France being the reference. Any dispute resulting from the contractual or non-contractual obligations of these General Terms and Conditions will be submitted to the courts of the Canton of Zurich (Switzerland).